

# **MEMORANDUM OF UNDERSTANDING (“MOU”) REGARDING MongoDB for ACADEMIA PROGRAM**

**Between the Parties:**

**Mangalore Institute of Technology & Engineering (“Partner”)**

**AND**

**MongoDB Software India Private Limited (“MongoDB”)**

## **OPERATIVE PROVISIONS:**

### **1. Scope of Collaboration**

This MOU sets out the intentions of the Parties with respect to collaborating on enhancing the education of students on MongoDB and NoSQL / non-relational databases. The scope of collaboration is detailed in **Appendix A**.

This MOU contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or be binding upon the Parties unless otherwise agreed in writing.

This MOU is not intended to confer any right upon any private person or third party, or to be construed as requiring that the Parties enter into any other or further agreements. Any other agreements beyond the scope of this MOU will be agreed in writing by the Parties.

### **2. Representative**

The Parties shall each appoint a representative to manage and oversee the collaboration requirements set out in Appendix A. The agreed representatives are as follows:

<b>Mangalore Institute of Technology &amp; Engineering</b> <b>Narendra U P</b> <b>Director (Placements, Training and Industry Relations)</b> <b><a href="mailto:narendra@mite.ac.in">narendra@mite.ac.in</a></b>	<b>MongoDB</b>  Basavadarshan G N Academia Partnership Manager (India) <a href="mailto:Basavadarshan.gn@mongodb.com">Basavadarshan.gn@mongodb.com</a>
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### **3. Term and Termination**

This MOU will commence on 02-11-2023 and end on 02-11-2025 . This MOU shall automatically renew for an additional twelve (12) month term, unless either party provides the other with written notice of its intent not to renew at least thirty (30) days before the end date. Either Party may terminate this MOU at any time on thirty (30) days prior written notice to the other Party, with or without cause, and without liability of any kind to either Party. On termination of this MOU, each Party agrees to return all properties (e.g. content, technology, software, documentation) owned or provided by the other Party pursuant to this MOU, and

subject to the terms of the Confidentiality and Nondisclosure Agreement at Section 5 of this MOU.

#### **4. Expenses**

Each Party shall bear its own costs and expenses incurred in connection with the performance of their respective obligations under this MOU unless otherwise agreed in writing by the Parties.

#### **5. Confidentiality and Nondisclosure Agreement**

This Confidentiality and Nondisclosure Agreement (“**NDA**”) is between MongoDB and the Partner and governs the exchange of Confidential Information (defined below) between the Parties.

- A. Confidential Information.** “**Confidential Information**” means any information provided by a party (“**Disclosing Party**”) to the other (“**Receiving Party**”) that is marked as confidential or is reasonably considered to be confidential, excluding information: (a) in the public domain through no fault of Receiving Party; (b) within the legitimate possession of Receiving Party from a third party with no confidentiality obligations to a third party; (c) independently developed by Receiving Party without breaching this NDA; or (d) was rightfully known or lawfully in the possession of Receiving Party prior to disclosure from Disclosing Party.
- B. Use and Disclosure of Confidential Information.** Disclosing Party and its Affiliates may disclose Confidential Information to Receiving Party and its Affiliates from time to time, and Receiving Party will use Disclosing Party’s Confidential Information only in connection with the collaborative relationship between the parties and within the scope of this MOU. An “**Affiliate**” is a company or entity that a party controls, is controlled by, or under common control with, a party, where “control” means direct or indirect ownership of more than 50% of the voting interests of the organization. Receiving Party will protect Disclosing Party’s Confidential Information by using the same degree of care used to protect its own confidential information, but in no event, less than reasonable degree of care. Receiving Party will limit disclosure of Disclosing Party’s Confidential Information to its and its Affiliates’ directors, officers, representatives, employees and contractors bound to confidentiality obligations at least as protective as the provisions in this NDA and who have a need to know the Confidential Information. Receiving Party will not disclose Disclosing Party’s Confidential Information to any other third party without the written consent of Disclosing Party. Receiving Party will not decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from Disclosing Party’s Confidential Information. Receiving Party may disclose Confidential Information pursuant to a compulsory governmental process, provided that Receiving Party, if legally permitted, promptly notifies Disclosing Party so the Disclosing Party may seek to make such disclosure subject to a protective order or other appropriate remedy.
- C. Term.** This NDA starts on the date it is fully signed and continues until terminated pursuant to Section 3 of this MOU. Either Party may terminate the NDA at any time upon written notice. The Parties’ confidentiality obligations will continue for three years after this NDA terminates. If Disclosing Party notifies Receiving Party in writing that its Confidential Information includes trade secrets, the confidentiality obligations related to those trade secrets will continue perpetually. Where required by applicable law,

Receiving Party may retain one copy of Confidential Information so long as such information remains subject to the confidentiality obligations of this Agreement.

- D. Ownership.** Disclosing Party owns its Confidential Information, and no implied or express rights, licenses, trademarks, inventions, copyrights, patents, or other intellectual property rights are granted by this Agreement, except to use the Confidential Information as provided in this Agreement. Upon Disclosing Party's request, Receiving Party will return or destroy all of Disclosing Party's Confidential Information, and provide Disclosing Party with reasonable assurances that it has returned or destroyed all Confidential Information.
- E. General.** Nothing in this NDA requires the Parties to commence or continue any business relationship or collaboration beyond the scope of this MOU. The receipt of Confidential Information will not prevent or limit either party from independently developing, making or marketing products or services that are competitive with the other Party's products or services without use of the other Party's Confidential Information. Each Party provides the other Party its Confidential Information on an AS-IS basis, with no express or implied warranty, including any implied warranty of completeness, accuracy or title and any reliance by the Receiving Party on Disclosing Party's Confidential Information is at its own risk. The Parties acknowledge that an actual or threatened unauthorized use or disclosure of Confidential Information may result in irreparable harm for which monetary damages will not provide an adequate remedy, and either party may seek any equitable relief to protect its Confidential Information. This NDA represents the Parties' entire understanding regarding Confidential Information. The Parties may amend this NDA or waive any right only in writing. Each Party will provide notices under this NDA by personal delivery or nationally recognized courier to the other party at the address below.

## **6. Non-exclusivity**

This MOU is non-exclusive and the Parties shall be free to enter into agreements with other parties covering cooperation on technologies and products within the scope of this MOU.



## **7. Disclaimer**

Nothing in this MOU will be deemed to constitute or create a joint venture, partnership or other formal business entity or fiduciary relationship between the Parties. Except for the NDA of Section 5, neither Party shall assert any claim for damages or injury arising from this MOU or reliance on any of the provisions of this MOU.

## **8. Governing Law and Venue**

This MOU and any disputes arising out of or related hereto shall be amicably settled between the Parties. If the Parties fail to reach an amicable settlement by themselves, the Parties agree to the exclusive jurisdiction of the courts in New York City, New York. New York law governs this Agreement, excluding any applicable conflict of laws rules or principles.

## SIGNATURES by both the Parties

<p><b>MongoDB Software India Private Limited</b></p> <p>By:  Name: Andrew Stephens Title: General Counsel Date signed: Nov 30, 2023</p> <p>Address for notices: MongoDB, Inc. Attn: Legal Department 1633 Broadway 38<sup>th</sup> Floor New York, NY 10019</p>	<p><b>Mangalore Institute of Technology &amp; Engineering</b></p> <p>By:  Name: Rajesh Chowta Title: CHAIRMAN Date signed: Nov 22, 2023</p> <p>Address for notices: <b>Mangalore Institute of Technology &amp; Engineering</b> Badaga Mijar, Solapur -Mangalore Highway, Near Moodabidre, Mangaluru, Karnataka 574225</p>
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## **APPENDIX A**

### **SCOPE OF COLLABORATION**

This collaboration is to explore the running of a program planned by MongoDB for **PARTNER** needs. The Parties' roles in this collaboration are as follows:

#### **MongoDB's Role**

1. Present and discuss opportunities for collaboration between MongoDB and the academic partner
2. Provide designated representative access to the partner
3. Review and approve any usage of logos and other promotional materials
4. Provide access to all MongoDB for Academia content and resources
5. Provide students and educators with all [MongoDB for Academia](#) program benefits

#### **Partner's Role**

1. Maintain 1-2 educators committed to driving MongoDB / NoSQL technologies throughout the collaboration
2. Explore opportunities to include MongoDB in the regular curricula either in required or elective courses
3. Encourage students to enroll in online MongoDB University courses
4. Promote association on website and at events
5. Actively participate in MongoDB for Academia events